



REQUEST FOR PROPOSAL (RFP) No. 14-419

FOR

**NORWALK TRANSIT SYSTEM (NTS)
ADVERTISING PROGRAM SERVICES**

**CITY OF NORWALK
PURCHASING DIVISION
12700 NORWALK BLVD., ROOM 6
NORWALK, CA 90650**

**RFP RELEASE: MONDAY, JUNE 16, 2014
SUBMISSION OF QUESTIONS: MONDAY, JUNE 30, 2014
PROPOSAL DUE: MONDAY, JULY 14, 2014**

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NOTIFICATION TO PROPOSERS

The City of Norwalk invites prospective Proposers to compete for the opportunity to provide the Norwalk Transit System (NTS) Advertising Program Services. Proposals must be submitted in accordance with the conditions outlined in the Request for Proposal ("RFP") attached hereto.

Comments regarding this RFP provided by any other department, employee, or City of Norwalk office other than the Purchasing Division shall not be considered valid and the City will not be bound by any such comments or responses. All comments or questions to this RFP must be submitted in writing.

The successful Proposer will be required to comply with Equal Employment Opportunity and all applicable federal, state and local laws, and requirements. The City of Norwalk hereby notifies all Offerors that the City will affirmatively assure that Disadvantaged Business Enterprises are afforded full opportunity to participate in the performance of contracts and sub-contracts financed in part or in whole with funds provided under this RFP, and will not be discriminated against on the grounds of race, color, gender, age, or national origin in consideration for an award.

The City of Norwalk reserves the right to reject any or all proposals, to waive information or irregularities to the extent permitted by law in any proposal received and to be the sole judge of the merits of the respective proposals received.

DATE: JUNE 16, 2014

ATTENTION: PROSPECTIVE PROPOSERS

SUBJECT: REQUEST FOR PROPOSAL (RFP) NO. 14-419

TITLE: NORWALK TRANSIT SYSTEM (NTS) ADVERTISING PROGRAM SERVICES

The City of Norwalk ("City") invites Proposals from qualified and experienced companies ("Proposers") to provide the Norwalk Transit System (NTS) Advertising Program Services.

The term of the proposed Agreement shall be from October 1, 2014 to June 30, 2017 ("initial term"). City may review the successful Contractor's performance under this Agreement and, upon mutual agreement with Contractor, may extend the Agreement beyond the initial term for two (2) additional one (1) year periods from July 1st through June 30th of each year thereafter.

A pre-proposal conference **will not** be held. Should a potential Proposer require examination of the fixed-route bus fleet and storage yard, the potential Proposer may schedule a tour with the Purchasing Division at (562) 929-5712. All on-site inspections must be completed prior to the submission of questions due date. Any request made on or after this date will not be considered nor granted an on-site inspection of the operating environment.

Only substantive inquiries will receive a response. All substantive questions submitted in writing as outlined below will be responded to according to the guidelines contained herein. Responses will be in writing and will be provided to all prospective Proposers and placed on the City of Norwalk website. Responses to questions or comments regarding this RFP provided by any other department, employee, or City of Norwalk department other than the contact person set forth above shall not be considered valid and the City will not be bound by any such comments or responses. Inquiries received via telephone or orally in-person will not receive a response.

All inquiries and comments concerning this RFP are due on Monday, June 30, 2014, no later than 3:00 p.m. and shall be submitted in writing by fax to (562) 929-5966.

Proposals must be in writing and must be received by the City of Norwalk Purchasing Division by 11:00 a.m., on Monday, July 14, 2014 via U.S. Mail, FedEx, UPS or courier or in person. Proposals received after the above listed date and time will not be considered, regardless of postmark. Prospective Proposers are responsible for having Proposals deposited on time at the place specified and assume all risk of late delivery, including any delay in the mail or handling of the mail by the U.S. Postal Service or City employees. Proposers responding to this RFP must submit the original and three (3) copies of their proposal clearly marked as follows:

*City of Norwalk Purchasing Division
12700 Norwalk Blvd., Room 6, Norwalk, CA 90650
"RFP NO. 14-419, NORWALK TRANSIT SYSTEM (NTS)
ADVERTISING PROGRAM SERVICES"*

No oral, electronic, telegraphic, telephonic or facsimile transmittals will be accepted. All Proposals must contain an original signature by an authorized officer of the company.

The successful Proposer will be required to comply with all applicable Equal Opportunity Laws and Regulations. The City of Norwalk hereby notifies all prospective Proposers that the City will require each Proposer affirmatively demonstrate that Disadvantaged Business Enterprises are afforded full opportunity to participate in the performance of contracts and sub-contracts financed in part or in whole under this RFP, and will not be discriminated against on the grounds of race, color, gender, age, or national origin in consideration for an award.

The City of Norwalk reserves the right to reject any or all Proposals, to accept all or any part of any proposal, to waive any informality or minor irregularities in any proposal received, to the extent permitted by law and where such action best serves the interest of the City and to be the sole judge of the merits of the respective proposal received.

The City of Norwalk Department of Transportation is committed to ensuring that no person is excluded from participation in, or denied the benefits of its programs and/or services on the basis of race, color or national origin in accordance with FTA Circular 4704.1 and Title VI of the Civil Rights Act of 1964, as amended ("Title VI"). In addition to Title VI, NTS also prohibits discrimination based on sex, age or disability.

Any person who believes he or she has been subjected to discrimination under Title VI can file a complaint with NTS. For more information on Norwalk Transit System's Civil Rights Program, and the procedures to file a complaint, contact:

Norwalk Transit System
12650 E. Imperial Hwy., Norwalk, CA 90650
Tel: (562) 929-5550
transportation@norwalkca.gov

You may also contact the Federal Coordination and Compliance Office, Civil Rights Division at the Title VI Hotline: 888-TITLE-06 (888-848-5306) or send a letter to:

U.S. Department of Justice
Civil Rights Division
Federal Coordination and Compliance Section, NWB
950 Pennsylvania Avenue, N.W. Washington, D.C. 20530

More information on Title VI is available from the Justice Department online at www.justice.gov

Issued by:

CITY OF NORWALK
Purchasing Division

/s/Darlene Mena
Buyer

ESTIMATED SCHEDULE OF EVENTS

- | | |
|-------------------------------|--------------------------------------|
| 1. Monday, June 16, 2014 | REQUEST FOR PROPOSAL (RFP) RELEASE |
| 2. Monday, June 30, 2014 | LAST DAY FOR SUBMISSION OF QUESTIONS |
| 3. Thursday, July 3, 2014 | RESPONSE TO QUESTIONS |
| 4. Monday, July 14, 2014 | PROPOSAL DUE DATE |
| 5. Tuesday, August 19, 2014* | CITY COUNCIL APPROVAL |
| 6. Wednesday, October 1, 2014 | FIRST DAY OF SERVICE |

** Tentative Dates*

PROPOSAL SUBMISSION CHECKLIST

This checklist must be completed and returned with the Proposal. Failure to return this checklist may be cause for considering the Proposal non-responsive.

	Description	Source / Section	Proposer shall initial here
1	Proposal (original and three (3) copies)	IP.1	
2	Letter of Transmittal	IP.11	
3	Licensing, Permits, Certificates, and Taxes	IP.14	
4	Price Sheet	IP.17	
5	Insurance – Statement by Proposer	GC.20	
6	Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution	Exhibit C	
7	References	Exhibit D	
8	Certification of Non-Collusion	Exhibit E	
9	Certification of Primary Participant Regarding Debarment, Suspension and other Responsibility Matters	Exhibit F	
10	Certification of Restrictions on Lobbying	Exhibit G	
11	Designation of Subcontractors	Exhibit H	
	OPTIONAL ITEMS		
12	Requests for exceptions or deviations.	IP.1	

Company Name:	
Name of Proposer initialing document (print):	
Email address of Company Contact:	
Signature:	
Title:	
Date:	

SECTION 1 - INSTRUCTIONS TO PROPOSERS

IP.1 PROPOSAL FORMAT AND SUBMITTAL

Proposals must be received at the City of Norwalk Purchasing Division by 11:00am on Monday, July 14, 2014, via U.S. Mail, FedEx, UPS or courier or in person. The proposal must be clearly marked "Proposal No. 14-419". Hard copy (printed) submittal of the Proposal documents is required. Respondents to this RFP must submit the original and three (3) copies of their Proposal to:

*City of Norwalk Purchasing Division
Room 6, 12700 Norwalk Blvd., Norwalk, CA 90650
RFP No. 14-419 "NORWALK TRANSIT SYSTEM (NTS) ADVERTISING
PROGRAM SERVICES"*

No oral, electronic, telegraphic, telephonic or facsimile transmittals will be accepted. All Proposals must contain an original signature by an authorized officer of the company. Proposals will be publicly opened at the specified time in the Purchasing Division of City Hall, Room 6.

Proposals received after the above listed date and time will not be considered, regardless of postmark. Proposals shall be time stamped when received and will be accepted up to and no later than the time indicated in this RFP. The Proposer assumes the risk of any delay in the delivery of the mail by the U.S. Postal Service or in the handling of the mail by employees of the City. Whether sent by mail or by means of personal delivery, Proposers assume responsibility for having Proposals deposited on time at the place specified.

Proposals shall not include a photocopy of the following:

- 'INSTRUCTIONS TO PROPOSERS' [Section 1],
- 'GENERAL TERMS AND CONDITIONS' [Section 2],
- 'SCOPE OF WORK' [Section 3], and
- 'FORM OF CONTRACT (SAMPLE)' [Section 4] of this RFP.

Proposals shall be typed, single-spaced and submitted on 8½"x11" paper. Proposals shall not include any unnecessarily elaborate or promotional material. Proposals may not be modified or corrected after being opened unless an addendum is issued requesting resubmissions. Proposals will not be valid until all information has been verified and Proposers references have been checked. All Proposals shall be accompanied by a completed and signed letter of transmittal provided as a part of this RFP.

All requests for exceptions or deviations as a result of this RFP shall be clearly identifiable by a separate section of the Proposer's submitted Proposal for review by the City of Norwalk. It shall be the right of the City of Norwalk to accept or reject any portion of the submitted requests.

Proposals shall be submitted in accordance with the form prescribed herein. Failure to respond in this manner may render the Proposal non-responsive. Unauthorized conditions, limitations, or provisions attached to a Proposal will render the Proposal non-conforming and non-responsive and may cause its rejection. The completed Proposal shall be without

interlineations, alterations, or erasures. Proposer submitting basic conforming Proposals may choose to submit alternate Proposals as complete and separate offers, if the alternate Proposal offers technical or other improvements or modifications, which are to the overall benefit to the City of Norwalk and its passengers. Any and all alternate Proposals must be submitted in writing and included with the original Proposal, conforming to the requirements as stated herein. No verbal modifications will be accepted.

Proposal documents shall be deemed to include by reference each and every one of the following:

- Request for Proposal (RFP)
- Addenda to RFP
- Supplements to RFP
- All other required forms

IP.2 EXAMINATION OF PROPOSAL DOCUMENTS

By submitting a Proposal, Proposer represents that: (1) Proposer has thoroughly examined and become familiar with the Work required under this RFP, (2) Proposer comprehends all conditions that may impact the Proposal, (3) Proposer has reviewed of all addenda, and (3) Proposer is capable of providing the equipment, goods and services necessary to perform the Work and/or meet the specifications outlined in this RFP, in a manner that meets the City's objectives. Failure to examine the documents and inform itself shall be at the Proposers' own risk. A Proposer shall have no claim against the City based upon ignorance of or misunderstanding of the RFP documents. Once the award has been made, failure of a Proposer to have read all of the conditions, instructions and the Agreement shall not be cause to alter any term of the Agreement nor shall such failure provide valid grounds for a Proposer to withdraw its Proposal or to seek additional compensation.

IP.3 ADDENDA

Any changes made by the City to the requirements in this RFP will be made by written addenda. Any written addenda issued to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The City will not be bound by any modifications to or deviations from the requirements set forth in this RFP as the result of oral instructions. The City reserves the right to revise or withdraw this RFP at any time and for any reason.

IP.4 CLARIFICATIONS

Should a Proposer require clarifications of this RFP, the Proposer shall notify the contact person identified in this RFP in writing. Should the City, in its sole discretion, determine that the point in question is not clearly and fully set forth, the City will issue a written addendum clarifying the matter. Said addendum shall be sent to all persons who have requested the RFP.

All questions, clarifications or comments must be submitted to the contact person in the Purchasing Division no later than 3:00pm, Monday, June 30, 2014. No questions will be answered individually by the Transportation Department.

Requests for clarification, questions and comments must be clearly labeled "Written Questions for RFP No. 14-419". Questions may be faxed to (562) 929-5966, **ATTENTION:** Darlene Mena, Purchasing Division. The City is not responsible for failure to respond to a request that has not been submitted in accordance with this section.

Responses by the City to the clarifications, comments and questions will be communicated in writing to all recipients of this RFP. Every attempt will be made to provide responses to all Proposers in accordance with the procurement schedule for this RFP. Inquiries received after the deadline will not be accepted and will be returned to the sender without a response.

Requests for clarifications and questions should be formatted in the following manner:

Section
Paragraph number
Page number
Text of passage being questioned
Question

IP.5 ERRORS IN PROPOSALS

All Proposers are responsible for errors and omissions in their Proposals. No consideration will be given by the City to allow Proposals to be withdrawn once a Proposal has been opened. Any errors and omissions will not serve to diminish the Proposer's obligations to the City.

IP.6 WITHDRAWAL OF PROPOSALS

Proposers may withdraw their Proposals in writing, provided that such requests are received by the City prior to the scheduled deadline for Proposal submission or within six months following the scheduled deadline for Proposal submission when no contract has been awarded.

IP.7 REFERENCES

All reference information requested in this RFP and specified in the form included in this RFP must be submitted with the Proposal. Refer to Exhibit D.

At the discretion of the Evaluation Committee, the City may elect to perform site visits at the Proposer's customer locations. These optional site visits will be in addition to any presentations and/or technical demonstrations. Some or all RFP Evaluation Committee members would travel, at City expense, to sites at which finalist Proposers are performing like services. The purpose of such visits shall be to provide the evaluation team with an increased understanding of the process and assess the Proposer's implementation and performance.

IP.8 PROPOSAL SIGNATURES

If an individual makes the Proposal it shall be signed and the full name and address of the Proposer shall be given.

If a partnership makes the Proposal, it shall be signed with the partnership name, by a member of the partnership who shall sign by name and the name and address of each partner shall be given.

If a corporation prepares the Proposal, the name of the corporation shall be provided and signed by two (2) duly authorized Officers and, if available, stamped with the corporate seal, and the names and titles of all officers of the corporation shall be given. If a corporation provides a certified letter stating that one (1) duly authorized officer signature is binding for the corporation, this will suffice to omit the second signature requirement in the

Proposal. Certified letter is to be included in the Proposal accompanied with the Letter of Transmittal.

IP.9 PRE-CONTRACTUAL EXPENSES

The City will be under no obligation for payment of pre-contractual expenses. Pre-contractual expenses are defined as expenses incurred by Proposer in:

- Preparing the Proposal in response to this request.
- Submitting that Proposal to the City.
- Negotiating with the City any matter related to this Proposal, and/or
- Any other expenses incurred by the Proposer prior to date of award.

IP.10 CITY OF NORWALK RIGHTS

In its discretion, the City reserves the right to:

1. Reject any and/or all Proposals for no reason or any reason including but not limited to the following:
 - a. The Proposal is incomplete, non-responsive, obscure, irregular or lacking necessary detail and specificity.
 - b. The Proposer, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
 - c. The Proposer failed or neglected to complete and submit any information within the time specified by the City, and as may be otherwise required herein.
2. Reject any Proposal that, in the opinion of the City is so unbalanced in comparison to other Proposals received and/or to the City's internal estimates that it does not accurately reflect the cost to perform.
3. Accept all or any part of a Proposal.
4. Cancel the entire RFP;
5. Issue subsequent RFPs;
6. Waive any errors or informalities in any Proposal, to the extent permitted by law.

IP.11 LICENSING, PERMITS AND TAXES

The Proposer shall be appropriately licensed in accordance with the laws of the State of California for the work to be performed. The cost for any required licenses and/or permits shall be the responsibility of the successful Proposer. The successful Proposer is liable for any and all taxes due as a result of the contract.

IP.12 RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS

The Proposer's products, services, and facilities shall be in full compliance with all applicable Federal, State and local regulations, standards, and ordinances, regardless, of whether or not they are referred to in the RFP.

IP.13 CONFIDENTIALITY AND PUBLIC RECORD

All Proposers are hereby put on notice that each Proposal received shall become the exclusive property of the City and, unless the City's prior written agreement to maintain all or part of a Proposal confidential as a trade secret is first obtained, each Proposal shall be subject to disclosure pursuant to the California Public Records Act and/or the Federal Freedom of Information Act. The City shall not in any way be liable or responsible for the disclosure of any Proposals or portions thereof absent such agreement; nor shall such

agreement preclude the City from disclosing any Proposal or portion thereof where such disclosure is required by law.

IP.14 JOINT OFFERS

Where two or more Proposers desire to submit in response to this RFP, they shall do so on a prime-subcontractor basis rather than as a joint venture. City of Norwalk intends to contract with a single firm and not with multiple firms doing business as a joint venture. Any Proposal submitted on behalf of any form of joint venture or partnership between two (2) existing Proposers may be considered collusive and may be rejected as non-responsive.

IP.15 COMPANY PERSONNEL

It shall be the burden of the successful Proposer to ensure all personnel possesses qualifications and/or experience. All personnel required in performing the services herein shall be secured at the expense of the successful Proposer. Personnel shall not be employees of or have any contractual relationship with the City. Successful Proposer's personnel shall conduct themselves in a professional manner to all City employees at all times. Rude or discourteous behavior by the successful Proposer will not be tolerated and the offense can be justification for termination of contract. All sub-contractors of successful Proposer shall abide by all the requirements set forth in this section.

IP.16 SINGLE PROPOSAL RESPONSE

If only one Proposal is received in response to this RFP, a detailed cost/price Proposal may be requested of the Proposer. A cost or cost and price analysis and evaluation and/or audit of the cost may be performed in order to determine if the price is fair and reasonable. If the City determines a cost analysis is required, Proposer must be prepared to provide, upon request, cost summaries of estimated costs (i.e. labor, equipment, supplies, overhead costs etc.) and documentation supporting all cost elements.

IP.17 PRICE SHEET

The proposal shall identify a percentage of the Monthly Advertising Revenue (the "Percentage Fee"). "Monthly Advertising Revenue" shall mean all income actually received by the successful Proposer from the sale of advertising on the exteriors of City buses during each calendar month of the Agreement. The successful Proposer shall pay to City the Percentage Fee.

IP.18 PROTEST PROCEDURES

All protests must be filed in accordance with the following:

1. The protest must be in writing and identify the solicitation (RFP) number.
2. The protest must be submitted by some return receipt method or guarantee of delivery that insures that the protest was received in a timely manner. The City is not responsible for lost or delayed deliverables.
3. The party's standing to protest must be identified.
4. Identification of the specific provision, law, regulation, specification, procedure or policy violated.
5. A statement of the relief requested.

Protests related to the content of the RFP shall be received no later than ten (10) days prior to the Proposal due date; or within five (5) days after proposal opening.

If the Protest does not comply with the preceding requirements it may not be evaluated and may be returned to the Protestor.

All protests shall be submitted to the contact person identified in this solicitation. If the solicitation is funded with Federal Transit Administration (FTA) monies, a protest may be filed with the FTA. However, the FTA only accepts protests alleging that a grantee failed to have written protest procedures or did not comply with those procedures or protests that involve a conflict of interest or fraud.

IP.19 INCORPORATION OF PROPOSAL INTO AGREEMENT

This RFP and the Proposer's response, including all promises, warranties, commitments and representations made in the successful Proposal, shall be binding and incorporated by reference in the City's contract with the successful Proposer.

IP.20 AWARD OF CONTRACT

The contract resulting from this RFP will be awarded to the responsive and responsible Proposer whose proposal, conforming to the requirements of the RFP, is determined to be the most advantageous ("Best Value" as described in the Federal Transit Administration Circular 4220.1F) to the City, based on the Evaluation Criteria. No agreement shall exist until the City Council or the City Manager has awarded the Agreement and it has been mutually executed. The City reserves the right to:

- (a) Accept all or any part of a proposal;
- (b) Reject any or all proposals for any reason;
- (c) Waive any informality or minor errors to the extent permitted by law;
- (d) Award the Agreement as the interest of the City may require;
- (e) Cancel the entire RFP; or
- (f) Issue subsequent RFP's.

An Evaluation Committee comprised of the City of Norwalk or other City staff in accordance with the Proposal Evaluation Criteria set forth in Evaluation Criteria section of this RFP, will evaluate all the proposals. During the evaluation period, the City may interview some or all the proposing firms. Proposers should be aware; however, that award may be made without interviews or further discussions.

The City may negotiate contract terms with the selected Proposer prior to award, and expressly reserves the right to negotiate with several Proposers simultaneously and, thereafter, to award a contract to the Proposer offering the most favorable terms to the City. However, negotiations may or may not be conducted with Proposers; therefore, the proposal submitted should contain the most favorable terms and conditions, since the selection and award may be made without discussion with any Proposer.

No agreement shall exist until the City Council or City Manager has awarded the Agreement and it has been mutually executed. The City reserves the right to reject any and all Proposals for any reason, to waive any informality or minor errors as determined by the City in any Proposal and to award the Agreement as the best interests of the City may require. The award, if any, will be made by the City within ninety (90) calendar days after the opening of the Proposals.

IP.21 PROPOSAL EVALUATION CRITERIA

The contract resulting from this RFP will be awarded to the most responsive and responsible Proposer whose offer, conforming to the requirements of the RFP, is determined to be most advantageous to the City of Norwalk.

The successful Proposer is deemed to be a responsible contractor possessing the ability, willingness, and integrity to perform successfully under the terms and conditions of the contract. Federal Transit Administration (FTA) expects the prospective contractor to demonstrate affirmatively to the grantee that it qualifies as “responsible” and that its proposed subcontractors also qualify as “responsible.” Factors of responsibility determinations include:

Integrity and Ethics. Has a satisfactory record of integrity and business ethics, in compliance with 49 U.S.C. Section 5325(j)(2)(A).

Debarment and Suspension. Is neither debarred nor suspended from Federal programs under U.S. Department of Transportation (DOT) regulations, “Nonprocurement Suspension and Debarment,” 2 CFR Parts 180 and 1200, or under the FAR at 48 CFR Chapter 1, Part 9.4.

Affirmative Action and DBE. Is in compliance with the Common Grant Rules’ affirmative action and DOT’s Disadvantaged Business Enterprise requirements.

Public Policy. Is in compliance with the public policies of the Federal Government, as required by 49 U.S.C. Section 5325(j)(2)(B).

Administrative and Technical Capacity. Has the necessary organization, experience, accounting, and operational controls, and technical skills, or the ability to obtain them, in compliance with 49 U.S.C. Section 5325(j)(2)(D).

Licensing and Taxes. Is in compliance with applicable licensing and tax laws and regulations.

Financial Resources. Has, or can obtain, sufficient financial resources to perform the contract, as required by 49 U.S.C. Section 5325(j)(2)(D).

Production Capability. Has, or can obtain, the necessary production, construction, and technical equipment and facilities.

Timeliness. Is able to comply with the required delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

Performance Record. Is able to provide a satisfactory current and past performance record.

The proposal shall contain a complete response to each of the areas identified below, in the order shown. Proposers should review the requirements listed under each area in providing their responses.

1. Experience and Qualifications

40%

Company Profile: The Proposer shall include a brief description of the firm's size as well as the local organizational structure. Include a discussion on the firm's financial stability, capacity and resources. Additionally, this section shall include a listing of any lawsuit or litigation and the result of that action resulting from (a) any public project undertaken by the Proposer or by its subcontractors where litigation is still pending or has occurred within the last five (5) years or (b) any type of project where claims or settlements were paid by the contractor or its insurers within the last five (5) years.

Qualifications: The Proposer shall have a minimum of five (5) years experience in the sale and posting of transit advertising. Proposer shall describe recent relevant experience of the contractor in selling and posting of advertising and working with public transit agencies.

Proposal shall include a brief description of the Proposer's and, if applicable, subcontractor's qualifications and previous experience on similar or related projects. Description of pertinent project experience shall include a summary of the work performed, the total project cost, the percentage of work the firm was responsible for, the period over which the work was completed, and the name, title, and phone number of clients to be contacted for references.

The Proposer is required to list the key individuals who will be assigned to the program, including, if applicable, the subcontractors.

2. Responsiveness of Proposal

30%

Proposer shall demonstrate understanding of the RFP requirements. In addition, the Proposer shall provide evidence a thorough knowledge of the kind of transit advertising contemplated for this proposal, City of Norwalk's standard of quality, the size and type of City of Norwalk's fleet and other related matters.

Proposer shall include a statement in the Proposal that the insurance requirements set forth in the contract documents can be obtained and will be carried without reservation or exclusion should Proposer be awarded a contract pursuant to this RFP.

Business Plan: Proposer shall include in the submitted proposal a Business Plan for the handling of all or any combination of the advertising elements. The plan shall detail the Proposer's experience, and those responsible for regional and local sales and the offices where these individuals will be located. The Contractor shall provide NTS with a sample of a monthly report(s) as part of its Proposal.

Sales Plan: Proposer shall include in the submitted proposal a detailed Sales Plan that describes the business/sales strategies of its organization. The plan shall include sales strategies and marketing materials for a reasonable mix of national, regional and local sales that the Proposer will employ to sell advertising with the goal of achieving the maximum utilization of all space available for sale. The Sales Plan will respond to the different demographic profiles of markets within the geographic service area as well as the special opportunities that the markets present. The Contractor shall explain, if applicable, any premium charges or discounts that would be offered to advertisers.

Work Plan: The proposal shall include a Work Plan which would delineate the approach Proposer would utilize to complete the work. The plan shall demonstrate the Proposer's understanding of the scope of services and how the successful Proposer would commence work from the transition of the incumbent to the new successful Proposer. Proposers should refine and/or expand the Scope of Work in the RFP to reflect the particular plan they would use to perform the work. Proposers shall address any problems that they envision to be associated with the work, citing specific suggestions for avoiding these problems. Plan shall include manufacturer and style name of the interior and exterior material used for this contract and provide justification why this particular manufacturer and style was selected.

Maintenance Plan: The proposal shall present a Maintenance Plan that will ensure that all advertising will be installed and removed in a professional manner and in accordance to the advertisement term. The Proposer will identify the experience and technical requirements of supervisory personnel who will perform these maintenance tasks.

3. Revenue

30%

Reasonableness of the revenue proposed and competitiveness of this amount with other offers received.

IP.22 DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

Effective October 1, 2012, the City of Norwalk's Department of Transportation Federal Transportation Administration (FTA) overall anticipated level of DBE participation for federal fiscal year 2014 is 2.5% of federal financial assistance. No specific goals are set on a contract by contract basis. The goal is accomplished through the use of race-neutral measures in accordance with 49CFR, Part 26. The City shall take all necessary steps to ensure non-discrimination in the award of all contracts to meet the objectives of the above cited regulation. When listing sub-contractors in Exhibit H, Proposer shall identify them as DBE with the approximate value of their sub-contract.

SECTION 2 – GENERAL TERMS AND CONDITIONS

GC.1 DEFINITIONS

Agreement	The Contract to be negotiated and entered into by the City and the successful Proposer for the work described in this RFP.
Proposer/Vendor/Contactor Consultant	Any manufacturer, firm, company or agency providing services, equipment, software, or supplies for this RFP.
Change	Additions, deletions or other revisions to the Work within the general scope of the contract. The City through issuance of a modification must direct a change.
City	The City of Norwalk, a municipal corporation.
Contract	The written agreement executed by the City and the successful Proposer which sets forth the rights and obligations of the Parties in connection with the Work, and which includes the Contract Documents.
Days	Calendar days unless specifically noted otherwise.
Defect	Patent or latent malfunction or failure in manufacture or design of any component or subsystem that causes a product to cease operating or causes it to operate in a degraded mode.
RFP	Request for Proposal
Notice to Proceed	Purchase Order issued from the City to the successful Proposer specifying the date on which the Work under the Contract is to be initiated.
Proposer	Proposer or Contractor or Consultant
Special Provisions	Contract Document containing requirements that modify or supplement the General Terms and Conditions.
Specifications	Part of the contract documents that adequately and completely describes the locations, dimensions, character, properties, requirements and details of the Work. Contract specifications include, without limitation, all things described, referenced, or stated in any Contract document as a "Specification," Statement of Work" or "Scope of Work" or "Scope of Services".

Work

Any and all of the labor, material, services, supervision, tools, machinery, equipment, supplies, facilities and support used by the Proposer to generate the results specified, indicated or implied in the requirements described in the contract Statement of Work and/or Specifications.

GC.2 ASSIGNMENT AND SUBCONTRACTORS

Neither this RFP nor any interest herein nor claim hereunder may be assigned by successful Proposer either voluntarily or by operation of law, nor may all or part of this RFP or subsequent agreement be subcontracted by successful Proposer, without the prior written consent of the City of Norwalk. Consent by the City shall not be deemed to relieve successful Proposer of obligations to comply fully with the requirements hereof.

GC.3 SAMPLE AGREEMENT

A form approved by the City Attorney must be executed between the City and the successful Proposer prior to commencement of any work.

GC.4 NOTICE OF LABOR DISPUTE

Whenever Proposer has knowledge that any actual or potential labor dispute may delay the award of this RFP, Proposer shall immediately notify and submit all relevant information to the City of Norwalk. Proposer shall insert the substance of this entire clause in any subcontract hereunder.

GC.5 DISPUTES

The Agreement shall be constructed and all disputes hereunder shall be settled in accordance with the laws of the State of California. Pending final resolution of a dispute hereunder, Proposer shall proceed diligently with the performance of this agreement.

Disputes arising in the performance of the Agreement to be awarded which are not resolved by agreement of the parties shall be decided in writing by the City Council or its designated representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the successful Proposer mails or otherwise furnishes a written appeal to the City of Norwalk City Manager. In connection with any such appeal, the successful Proposer shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the City Council or its designated representative shall be binding upon the successful Proposer and the successful Proposer shall abide by the decision.

Performance During Dispute

Unless otherwise directed by the City Manager, successful Proposer shall continue performance under the Agreement while matters in dispute are being resolved.

Claims for Damages

Should either party to the Agreement to be awarded suffer injury or damage to person or property because of any act or omission of the other party or of any of its employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City and the successful Proposer arising out of or relating to the Agreement or any breach thereof, will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction. The parties shall further agree that the proper venue for any court action shall be in the Superior Court for Los Angeles County for state court actions and the United States District Court for the Central District of California sitting in Los Angeles.

Rights and Remedies

The duties and obligations imposed by the Agreement and the rights and remedies available thereunder, shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City or successful Proposer shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

GC.6 ASSUMPTION OF RISK OF LOSS

Unless otherwise provided, Proposer shall have title to and bear the risk of loss of or damage to the items purchased hereunder until they are delivered in conformity as outlined in the RFP/RFP at the F.O.B. point specified herein, and upon such delivery Proposer's responsibility for loss or damage shall cease, except for loss or damage resulting from Proposer's negligence.

GC.7 WAIVER OF TERMS AND CONDITIONS

The failure of the City or the successful Proposer to enforce one or more of the terms or conditions of the Agreement or to exercise any of its rights or privileges, or the waiver by the City of any breach of such terms or conditions, shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no waiver had occurred.

GC.8 INDEMNIFICATION

Successful Proposer shall indemnify, defend, and hold harmless City, and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors and assigns, from and against any and all liability or financial loss, including legal expenses and costs of expert witnesses and contractors, resulting from any suits, claims, losses or actions brought by any person or persons, by reason of injury to persons or property arising directly or indirectly from the willful misconduct, negligent acts, errors or omissions of Contractor, including its officers, agents, employees, sub-contractors or any person employed by Contractor, in the performance of this Agreement. Contractor shall complete the Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution found in Exhibit C.

GC.9 INTEREST OF MEMBERS OF THE CITY

The successful Proposer covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the City or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The successful Proposer further covenants that in the performance of this Agreement no person having any such interest shall be employed by successful Proposer.

GC.10 TERMINATION FOR DEFAULT

Upon failure of the successful Proposer to make satisfactory progress or adequately correct deficiencies to abide by the terms of the Agreement, or to obtain, furnish or keep in force any required permit, license, bond or insurance, the City shall have the right to terminate the Agreement for default. Written notice of termination shall be mailed to the successful Proposer at its address. Notice shall be effective when mailed. Upon receipt of notice, the successful Proposer shall immediately stop work and relinquish all project files to the City. The City may thereafter pursue the work or hire another project manager to do so and charge the successful Proposer liquidated damages.

GC.11 LIQUIDATED DAMAGES

The successful Proposer and City hereby acknowledge and agree that time is of the essence in the performance by the successful Proposer of its duties and obligations under this proposed Agreement and, further, that in the event of a delay in the completion of the work or the delivery of the equipment, goods, services, and personnel required under the terms of this proposed Agreement that it is or will be impracticable to determine the actual amount of the damage caused to City by such delay. It is therefore agreed by each party hereto that successful Proposer shall pay to City the sum of one hundred fifty dollars (\$150) for each working day's delay in the delivery, performance and/or acceptance of work set forth in the executed Agreement beyond any agreed upon timeline or due date, or any authorized extension thereto.

GC.12 CANCELLATION OF AGREEMENT

In any of the following cases, the City shall have the right to cancel the Agreement without expense to the City: (1) the successful Proposer is guilty of misrepresentation; (2) the Agreement is obtained by fraud, collusion, conspiracy, or other unlawful means; or (3) the Agreement conflicts with any statutory or constitutional provision of the State of California or the United States. This section shall not be construed to limit the City's right to terminate the contract for convenience or default, as provided herein.

GC.13 TERMINATION FOR CONVENIENCE

The performance of work under the Agreement may be terminated by the City in accordance with this section in whole or in part, whenever the City determines that such termination is in the best interest of the City. Any such termination shall be effected by delivery to the successful Proposer of a written notice of termination specifying the extent to which performance of work under the Agreement is terminated and the date upon which such termination becomes effective.

Upon receipt of the notice of termination, and except as otherwise directed by the City, the successful Proposer shall: (1) stop work under the Agreement on the date and to the extent specified in the notice of termination; (2) place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under the Agreement as is not terminated; (3) terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination; (4) assign to the City in the manner, at the times, and to the extent directed by the City, all of the right, title and interest of the successful Proposer under the orders and subcontracts so terminated in which case the City shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts; (5) settle all outstanding liabilities and all claims arising out of such termination or orders and subcontracts to the extent, if any, directed by the City the fabricated or unfabricated parts, work in process, or completed work, supplies, and other

materials produced as a part of, or acquired in connection with their performance of, the work terminated, and the completed or partially completed plans, drawings, information and other property which, if the contract had been completed, would have been required to be furnished to the City; (6) use its best efforts to sell, in the manner, at the times, to the extent, and at the price(s) authorized by the City, any property of the types referred to above, provided, however, that the successful Proposer shall not be required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed by and at a price(s) approved by the City and, provided further, that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the City to the successful Proposer under this Agreement or shall otherwise be credited to the price or cost of the work covered by this Agreement or paid in such a manner as the City may direct; (7) complete performance of such part of the work as shall not have been terminated by the notice of termination; (8) take such action as may be necessary, or as the City may direct, for the protection and preservation of the property related to the Agreement which is in the possession of the successful Proposer and in which the City has or may acquire an interest. Payments by the City to the successful Proposer shall be made for all services completed and/or delivered up to and including the effective date of termination but not thereafter. Except as otherwise provided, settlement of claims by the successful Proposer under this termination section shall be in accordance with the provisions set forth in 48 CFR Part 49, as amended.

GC.14 FORCE MAJEURE

The successful Proposer shall not be liable for any failure to perform if acceptable evidence has been submitted to the City that failure to perform the Agreement was due to causes beyond the control and without the fault or negligence of the successful Proposer. Examples of such causes include acts of God, civil disturbances, fire, war, or floods, but does not include labor related incidents such as strikes or work stoppages or unavailability of any product to be supplied to the City.

GC.15 INSPECTION AND ACCEPTANCE

All items are subject to inspection and acceptance by the City of Norwalk, Department of Transportation. Final inspection will be made within a reasonable time after receipt of items hereunder. The City reserves the right to withhold final payment until the final inspection and acceptance of all work.

GC.16 EXCESS REPROCUREMENT LIABILITY

Proposer shall be liable to the City of Norwalk for all expenses incurred by the City in reprocurring elsewhere the same or similar items or services offered by the Proposer hereunder, should Proposer fail to perform or be disqualified for failure to meet terms and conditions set forth herein. Such reprourement expense obligation by Proposer shall be limited to the excess over the price specified herein for such items or services.

GC.17 LOCATION

The services and products described herein are to be delivered to the City of Norwalk, Transportation Department located at 12650 E. Imperial Hwy, Norwalk, CA 90650. Service entrance address is 12735 Civic Center Drive, Norwalk, CA 90650 (Southwest entrance of the building).

GC.18 METHOD OF PAYMENT

The Percentage Fee shall be calculated at the end of each calendar month of the Term. The successful Proposer shall pay to City the Percentage Fee within fifteen

(15) days after (i) the end of each calendar month; and (ii) the end of the Agreement (each, a "Percentage Fee Payment"). The Percentage Fee Payment shall be accompanied by a statement (i) identifying all advertisers on CITY owned/operated fixed route buses during the previous month, (ii) describing in detail the size of each identified advertiser's advertisement placed on City owned/operated fixed route buses and (iii) detailing the Monthly Advertising Revenue. City shall review such statements and notify successful Proposer within ten (10) business days of any disputed City payment amounts

GC.19 NON-RESTRICTIVE CLAUSES

Wherever brand, manufacturer or product names are indicated in these specifications, they are included for the purpose of establishing identification and a general description. Wherever such names appear, the term "or approved equal" is deemed to follow. The decision whether a proposed unit is an approved equal will be made by the City. Specifying a brand name in the specification shall not relieve the successful Proposer, or any subcontractor or supplier, of the responsibility to design and produce a unit which fully meets the performance specifications, the warranty and any other contractual requirements.

Requests for "or approved equal", clarification of the specifications, and complaints on specifications must be received by the City, in writing, not less than fourteen (14) full days before the Proposal opening date. Any request for an approved equal or complaint concerning the equipment or material specifications must be fully supported with technical data, test results, or other pertinent facts as evidence that the substitute offered is equal to or better than the specification requirement.

Time limitations in this section must be complied with strictly and in no case will an extension of time for performance of this contract be granted because of Contractors failure to request a substitution of an alternative item at the times and manner set forth herein. Furthermore, if a proposed substitution is rejected, Proposer shall be responsible to provide the item or product or work as originally specified at no additional cost to the City. The City has the complete and sole discretion to determine if an item or article is an equal item.

GC.20 INSURANCE

Proposal shall include a statement that the insurance requirements set forth in the contract documents can be obtained and will be carried without reservation or exclusion should Proposer be awarded a contract pursuant to this RFP.

Successful Proposer shall at all times during the term of the awarded Agreement, carry, maintain, and keep in force and effect, with an insurance company admitted to do business in California, rated "A" or better in the most recent A.M. Best's Insurance Rating Guide, and approved by the CITY, a policy or policies of:

(1) a policy or policies of broad-form commercial general liability insurance with minimum limits of five hundred thousand dollars (\$500,000) combined single limit coverage against any injury, death, loss or property damage as a result of wrongful or negligent acts by successful Proposer, its officers, employees, agents, and independent contractors in performance of services under this Agreement;

(2) automobile liability insurance, with minimum combined single limits coverage of three hundred dollars (\$300,000);

(3) workers' compensation insurance with a minimum limit of one million dollars (\$1,000,000) or the amount required by law, whichever is greater, unless otherwise agreed to by City Manager or designee in writing.

City, its officers, employees, attorneys, and designated volunteers shall be named as additional insured's on the policy(ies) as to commercial general liability bodily injury and property damage coverage's and automobile coverage's with respect to liabilities arising out of successful Proposer's work under this Agreement.

Each insurance policy required by this Section shall be endorsed as follows: (1) the insurer waives the right of subrogation against City, its officials, officers, employees, agents and representatives; (2) the policies are primary and non-contributing with any insurance that may be carried by City; and (3) the policies may not be canceled or materially changed except after thirty (30) days prior written notice to City.

All insurance coverages shall be confirmed by endorsements as described above and are subject to the approval of City. The successful Proposer is required to file the certificates of insurance with City on or before the Effective Date of the awarded Agreement, and to thereafter maintain current certificates of insurance on file with the City Clerk.

GC.21 CERTIFICATE OF NON-COLLUSION

Proposer's must represent and warrant that all submittals for this work are genuine and not sham or collusive or made in the interest of or on behalf of any person not therein named, and that the Proposer has not, directly or indirectly, induced or solicited any other Proposer to put in a sham Proposal or any other person, firm or corporation to refrain from proposing, and that the Proposer has not in any manner sought by collusion to secure to the Proposer or another Proposer an advantage over any other Proposer. Refer to Exhibit E

GC.22 PATENT AND COPYRIGHT INFRINGEMENT

In lieu of any other warranty by the City or the successful Proposer against patent or copyright infringement, statutory or otherwise, it is agreed that successful Proposer shall defend at its own expense any claim or suit against the City on account of any allegation that any item furnished under this Agreement or the normal use of sale thereof arising out of the performance of this Agreement, infringes on any present existing United States letter patent or copyright and successful Proposer shall pay all costs and damages finally awarded in any such suit or claim. Provided that successful Proposer is promptly notified in writing of the suit or claim and given authority, information and assistance at the Proposer expense of same.

However, the successful Proposer will not indemnify the City if the suit results from: (1) City's alteration of a deliverable, such that said deliverable in its altered form infringes upon any presently existing United States letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by the Proposer when such use in combination infringes upon an existing United States letters patent or copyright.

The successful Proposer shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof. The successful Proposer shall not be obligated to indemnify the City under any settlement made without the Proposer's consent or in the event the City fails to cooperate fully in the defense of any suit or claim, provided, however, that said defense shall be at the Proposer's expense. If the use or sale of said item is

enjoined as a result of such suit or claim, the Proposer, at no expense to the city, shall obtain for the City the right to use and sell said item, or shall substitute an equivalent item acceptable to the City and extend this patent and copyright indemnity thereto.

GC.23 CONFLICTS OF INTEREST

Each Proposer represents and warrants, and if awarded a contract, will covenant, that it presently has no interest and shall not acquire any financial interest, direct or indirect, in any City business or any other interest which would conflict in any manner or degree with the performance of the services to be performed. The successful Proposer shall further covenant that in the performance of the Agreement no person having any such interest shall be employed. Successful Proposer further covenants and warrants that successful Proposer and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to the performance of services contemplated by this RFP, including, but not limited to, the Political Reform Act (Government Code Sections 81000, et seq.) and Government Code Section 1090. During the term of the Contract, successful Proposer and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Manager, perform work for another person or entity for whom successful Proposer is not currently performing work that would require successful Proposer or one of its officers, employees, associates or subconsultants to abstain from a decision under the Contract pursuant to a conflict of interest statute.

GC.24 ORDER OF PRECEDENCE

In the event of any conflict, the order of precedence of the contract documents will be:

The Agreement and any written amendment thereto
Special Provisions
General Conditions
Technical Specifications

A modification to this Agreement shall take its precedence from only those specific terms it amends. All other terms and conditions shall remain unchanged.

GC.25 CHANGES

The City may at any time, by written order, and without notice to sureties, if any, make changes within the general scope of this contract in any one or more of the following:

1. Drawings, designs or specifications when the supplies to be furnished are to be specially manufactured for the City in accordance with the drawings, designs, or specifications.
2. Method of delivery or packing.
3. Place of delivery.

If any such change causes an increase or decrease in the cost of, causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Project Manager shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order. However, if the Project Manager decides

that the facts justify it, the Project Manager may receive and act upon a change proposal submitted before final payment of the contract.

If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Project Manager shall have the right to prescribe the manner of the disposition of the property.

Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

SECTION 3 - SCOPE OF WORK

1. Objective. CONTRACTOR shall manage the sales, placement, safe removal and disposal of advertising in and on CITY owned/operated fixed route buses. CONTRACTOR shall manage all tasks related to the execution of this Scope of Work. The tasks include:

- a. All client sales contacts,
- b. production,
- c. printing and plotting services,
- d. posting and removing signs on CITY buses,
- e. billing,
- f. collecting revenues from clients, and
- g. all other customary business practices in the sales, placement and removal of advertising.

2. Advertising Guidelines. CITY declares that the advertising space on all CITY owned/operated fixed route buses is nonpublic forum. All exterior advertisements on CITY fixed route buses shall be commercial advertisements that propose commercial transactions and services and shall conform to the following rules.

2.1 Unacceptable Advertising. CONTRACTOR shall not accept and/or display advertisements:

- a. that are false, misleading, deceptive or libelous;
- b. that involve tobacco or tobacco related products;
- c. that involve alcohol or alcoholic related products;
- d. that involve unlawful or illegal goods (including drugs), services or activities;
- e. that depict of the use of firearms;
- f. that relate to political campaigns or political issues;
- g. that relate to religious issues;
- h. that infringe on any copyright, trade or service mark, title or slogan;
- i. that imply endorsement of any goods, services, or activities by CITY;
- j. that display any word, phrase, symbol or character likely to interfere with, mislead, or distract traffic, or conflict with any traffic control device pursuant to the California Department of Motor Vehicles; and
- k. that contain flashing, illuminated, neon, phosphorescent or luminous elements.

2.2 Violation of Advertising. CONTRACTOR shall promptly remove any advertisements that are in violation of this policy within twenty-four (24) hours upon a verbal or written request by CITY.

2.3 Advertising Policy. CITY reserves the right to amend this policy at any time with a thirty (30) calendar day written notice to CONTRACTOR.

2.4 No Route Specific Advertising. Under no circumstances shall advertisements be route specific and CONTRACTOR shall not represent to potential advertisers that advertising can be route specific.

2.5 Self Promotion. CONTRACTOR shall not engage in unpaid self promotion without prior written approval from the CITY representative.

2.6 Warranty. CONTRACTOR assumes all responsibility for all of the materials and services provided under this Agreement, whether those materials and services are provided by CONTRACTOR, purchased ready-made, or provided by a subcontractor.

3. Vehicles. Refer to Exhibit B.

4. Advertising Space. Installation, removal and off-site disposal of exterior advertisements shall be CONTRACTOR'S responsibility. CITY reserves the right to approve all materials and locations of advertising to be placed in and on CITY owned/operated fixed route buses.

4.1 Exterior Ad Framing. CONTRACTOR shall not use "framing" to affix advertisements on the exterior of CITY owned/operated fixed route buses. All advertisements shall be affixed directly on the exterior of the bus.

4.2 Exterior Ad Placement. Due to the mix of fixed route buses, the placement and size must be approved by the CITY representative prior to placement of advertisement. All ads shall not cover the State of California issued carrier identification number assigned to CITY. If the ad requires for the carrier identification number to be covered by the ad, CONTRACTOR shall be responsible for the cost of material and labor to place the carrier identification number on top of the ad. Advertising material may not be placed on a bus' exterior as follows:

- a. Over the front, including the operator's window;
- b. Over the roof of the bus;
- c. Cumulatively no more than twenty-five percent (25%) of the bus window areas may be covered by ads. Material covering windows shall be perforated to allow for passengers to see out of the bus;
- d. Over air/exhaust vent(s) along the sides of the bus. Air/exhaust vents at the rear of the bus may be covered if the material is cut so air can pass freely through the vents;
- e. Along the rear of the bus above the ventilation panel hinge line;
- f. Over the compartment access doors unless the material is cut to allow opening of such doors;
- g. Over side marker lights and directional turn signals unless the material is cut around the lighting;
- h. Over the rear bumper, license plate, bus numbers, disability logos, and Norwalk Transit logos unless new decals, which are of a design approved by the CITY Representative, or his or her designee, and of a size that

meets minimum California Department of Motor Vehicles regulations, are placed over the advertising material.

- i. Replacement decals for bus numbers must be a black reflective material; and
- j. Over informational or directional graphics and any other portion of a bus in a manner that interferes in the CITY representative's sole determination, with the safe operation of the bus.

4.3 Exterior Ad Dimensions. In no case shall the dimensions of any exterior advertising material exceed dimensions that interfere with safe bus operation. The CITY representative shall be the sole judge of such matters of safety, convenience, appearance, and the number and location of non-permanent adhesive vinyl on any vehicle. The following calculations are approximate:

- a. Streetside / Curbside. Thirty (30) inches in height by one hundred twenty (120) to one hundred forty-four (144) inches in width, (King Size ads).
- b. Rear Tail End. Twenty one (21) inches in height by seventy (70) inches in width.

5. Exterior Ad Materials. All materials to be used in the placement of advertising on in the exterior of CITY buses shall be of the highest industry standards. All advertising media must be affixed using either short-term removable material or one way window graphics film (material). CONTRACTOR may use non-permanent adhesive vinyl made by 3M, or an equivalent product approved by the CITY representative. CITY approved wrap materials include 3M Controltac 160 or 180, Flexcon or equivalent.

6. Appearance of Exterior Ad. Applied advertisements shall be:

- a. free from wrinkles, blisters or similar defects,
- b. "squared" to the vehicle contour lines, and
- c. present a sharp and clear appearance.

7. Change of Exterior Ad. The change out of an advertisement is CONTRACTOR'S sole responsibility and shall be performed during the hours specified in Section 12.1 herein.

8. Application of New Exterior Ad. Once CONTRACTOR has applied an advertisement, all future advertisements shall be posted in the same location. No layering of direct applications of advertisements is permitted (i.e., the previous applied advertisement must be removed before application of a new advertisement). Application of advertisements shall be performed at the CITY location and during the hours specified in Section 12 herein.

8.1 In the application and replacement of advertising material for the exterior, the material must be cut around doors, windows, buttons radio vents and other exterior protruding components, excluding the rubrail. The advertising material must be cut and applied tightly around the rubrail to avoid inadvertent damage due to the high pressure bus

washing system. CITY shall not be held liable for material or fabric discolored or damage by normal routine washing of the buses.

9. Exterior Paint, Branding/Striping, Decals. CONTRACTOR shall take precaution with respect to bus paint, branding/striping and current decals when applying and removing ads. Application of the advertising shall not negatively compromise the existing paint, branding/striping and current decals on buses.

9.1 CONTRACTOR shall reimburse CITY for repairs if CONTRACTOR'S application/removal of advertising damages CITY buses' paint, branding/striping and/or decals (e.g. peels off branding/striping, etc.).

9.2 The repair shall be coordinated by CITY and repair services shall be performed by a Third Party Contractor. CITY shall choose the Third Party Contractor. CONTRACTOR shall not dispute CITY'S choice of a Third Party Contractor.

9.3 CONTRACTOR shall reimburse CITY for the cost of paint, branding/striping and/or decal repairs made under this Section 9 within thirty (30) business days of receipt of invoice by CITY.

10. Damage to Exterior Ad. CITY assumes no liability for damages to exterior advertising from a result of a vehicular accident. If an advertisement needs to be removed as a result of an accident, CITY shall make its best effort to notify CONTRACTOR via written notice within twenty-four (24) hours of CITY'S notice of the accident. CONTRACTOR shall not reduce CITY'S compensation set forth in Section 3 of this Agreement as a result of CONTRACTOR'S removal of an advertisement due to an accident.

10.1 Any portion of advertising material that is placed improperly or that becomes cracked, peeled, or damaged, regardless of the cause thereof, must be removed by CONTRACTOR, at no cost to CITY, within three (3) business days after the date of CITY'S written notice sent either by e-mail, mail, or facsimile to CONTRACTOR.

10.2 If the deficiencies are not corrected within three (3) business days from the date of CITY'S written notice, CITY may remove the material and bill CONTRACTOR accordingly for labor. CITY shall charge CONTRACTOR the standard hourly wage for a CITY Mechanic to remove the material. CONTRACTOR shall remit payment to CITY within thirty (30) business days of receipt of CITY'S invoice.

10.3 If CONTRACTOR fails to timely submit payment, CITY may terminate this Agreement for breach, and/or pursue other legal or equitable remedies.

11. Graffiti. CITY has a zero tolerance graffiti policy. In the event that any advertising is damaged due to graffiti or vandalism, CITY shall provide written notice to CONTRACTOR and request CONTRACTOR'S replacement of the advertisement at no cost to CITY. CONTRACTOR shall promptly remove the advertisement within twenty-four (24) hours of receipt of CITY'S written request.

12. City's Installation Facility. The services and products described herein are to be delivered to the City of Norwalk, Transportation/Public Services Facility located at 12650 Imperial Hwy, Norwalk, CA 90650. Service entrance address is 12735 Civic Center Drive, Norwalk, CA 90650 (Southwest side of the building).

12.1 Hours of Operation. The Vehicle Maintenance Department hours of operation are:

Day	Hours
Monday - Friday	4:30am – 12:30am
Saturday and Sunday	5:30am – 10:30pm
Holidays [New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day]	5:30am – 10:30pm

12.2 Application and Removal Schedule. At all times, CONTRACTOR'S employees shall be allowed the right of reasonable entry and egress to all facilities subject to CITY'S rules and regulations. Services shall be rendered during the following days/hours:

Day	Hours
Monday - Friday	9:30pm – 11:30pm
Saturday and Sunday	7:00pm – 9:30pm
Holidays [New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day]	No entry or egress CONTRACTOR'S employees by permission.

CITY Fleet Maintenance Manager, or designee, may modify the 'Application and Removal Schedule' with fourteen (14) calendar days written notice to CONTRACTOR.

12.3 Work Space. CITY shall provide reasonable working space for CONTRACTOR to complete the Scope of Work.

13. Exterior Ad Disposal. CONTRACTOR shall remove and properly dispose of scrap materials at the time of removal from buses. CONTRACTOR shall remove all scrap materials from CITY premises.

13.1 In the event CONTRACTOR leaves scrap materials on CITY premises, CITY may, without prior notice, dispose the materials and invoice CONTRACTOR for CITY'S disposal services.

13.2 CITY shall charge CONTRACTOR the standard hourly wage for a CITY Mechanic to dispose of scrap materials left on CITY premises by CONTRACTOR. CONTRACTOR shall remit payment to CITY within thirty (30) business days of receipt of CITY'S invoice.

13.3 If CONTRACTOR fails to timely submit payment, CITY may terminate this Agreement for breach and/or pursue other legal or equitable remedies.

14. Accidents/Incidents. CONTRACTOR shall immediately notify the CITY Fleet Maintenance Manager, or his or her designee, in person, if CONTRACTOR is involved in an accident or incident while on CITY premises.

14.1 CONTRACTOR shall document accidents or incidents on CITY premises and submit the documentation to CITY within twenty-four (24) hours of the accident or incident.

14.2 CITY shall perform an investigation and respond to CONTRACTOR with status of the investigation within seven (7) business days.

14.3 CITY'S and CONTRACTOR'S insurance providers shall resolve property damage claims.

15. Contractor Personnel.

15.1 All of CONTRACTOR'S personnel performing work under this Agreement shall be able to read, write and speak English.

15.2 CONTRACTOR shall ensure that all of its personnel possess the qualifications and/or experience necessary to perform the services required under this Agreement. CONTRACTOR shall secure all personnel at its own expense.

15.3 CONTRACTOR'S personnel shall not be employees of or have any contractual relationship with CITY.

15.4 Under no circumstance shall CONTRACTOR drive a CITY owned or leased vehicle.

15.5 All of CONTRACTOR'S employees shall wear their company identification or uniform at all times when on CITY property. Between the hours of dusk and dawn, CONTRACTOR'S employees shall wear at minimum reflective vests provided by CONTRACTOR while on CITY premises.

15.6 CONTRACTOR'S personnel shall conduct themselves in a professional manner to all CITY employees at all times. Rude or discourteous behavior shall not be tolerated and the offense is justification for termination of Agreement.

16. Removal of Dated Materials. All advertisements with dated content shall carry an expiration date. CONTRACTOR shall report on the status of removal of expired or obsolescent ads in the monthly reports described in Section 18.0 herein. CONTRACTOR shall remove all dated materials within seven (7) calendar days of the end of an advertising term.

17. Changes in Fleet Size. CITY may adjust the quantity of vehicles to be serviced set forth in Exhibit F upon thirty (30) calendar days' written notice to CONTRACTOR by CITY. CITY may increase or decrease the size of its advertising inventory in the specification by ten percent (10%) without penalties or amendments to the terms of this Agreement.

17.1 In the event that CITY exceeds the ten percent (10%) allowance, this Agreement shall be amended on a pro-rated basis for all affected advertising elements.

18. Reporting Requirements.

18.1 Monthly Contract and Billing Report. No later than the fifteenth (15th) calendar day after the last business day of each month, CONTRACTOR shall provide a report detailing all advertising space sales contracts and billing collection activity during the monthly reporting period to CITY along with the monthly revenue payment for the preceding month.

18.2 The monthly report shall include the number and type of displays purchased (e.g. King Size ads, etc.) by each advertiser and the amount billed to and/or collected from each advertiser.

18.3 The monthly report shall be provided to CITY in both electronic and written form. Electronic forms shall be sent to CITY in a Microsoft Office Excel spreadsheet.

18.4 The monthly report shall list the location of an advertisement, bus number and media form (e.g. King Size ads, etc.), each and every unit of advertising space, its paid occupancy status (i.e. Sold or Unsold), the advertising unit's unique identifying location number, the sales agreement number, and the advertiser.

SECTION 4 – FORM OF CONTRACT (SAMPLE)

SERVICE AGREEMENT FOR NORWALK TRANSIT SYSTEM (NTS) ADVERTISING PROGRAM SERVICES (City of Norwalk)

THIS SERVICE AGREEMENT (“Agreement”) is made and entered into this _____ day of _____ 2014 (“Effective Date”), by and between the City of Norwalk, a municipal corporation (“CITY”) and _____, a California Corporation (“CONTRACTOR”).

R E C I T A L S

- A. CITY desires to utilize the services of CONTRACTOR as an independent contractor to manage the sales, placement, safe removal and disposal of exterior advertising on the CITY owned and operated fixed route buses.
- B. CONTRACTOR represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.
- C. CITY desires to retain CONTRACTOR and CONTRACTOR desires to serve CITY to perform these services subject to the terms contained herein and all applicable local, state and Federal regulations.

NOW, THEREFORE, in consideration of performance by the parties of the mutual promises, covenants, and conditions herein contained, the parties hereto agree as follows:

1. Contractor’s Services.

1.1 Scope of Work. CONTRACTOR shall perform the specific work more particularly described in Exhibit A, attached hereto and incorporated herein by this reference as though set forth in full., in accordance with the provisions of Request for Proposal (RFP) No. 14-419 and all Addenda.

1.2 RFP No. 14-419 and Addenda. CONTRACTOR has confirmed receipt of all Addenda, amending Request for Proposal No. 14-419 (the “RFP”), and CONTRACTOR, in the performance of this Agreement, shall adhere to the RFP and all Addenda provided to CONTRACTOR. The RFP and all Addenda are incorporated herein by this reference as if set forth herein in full.

1.3 Personnel. CONTRACTOR represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by CONTRACTOR or under its supervision, and all personnel engaged in the work shall be qualified to perform such services.

1.4 Party Representatives. For the purposes of this Agreement, the City Representative shall be the City Manager or such other person designated by the City Manager (the "CITY Representative"). For the purposes of this Agreement, the CONTRACTOR Representative shall be _____ (the "CONTRACTOR Representative").

1.5 Time of Performance. CONTRACTOR shall commence the services contemplated under this Agreement immediately upon receipt of a Notice to Proceed (NTP) for such services from the CITY Representative, or his or her designee.

2. Term of Agreement. The term of this Agreement shall be from October 1, 2014 to June 30, 2017 ("initial term"), unless sooner terminated as provided in Section 12 herein. CITY may review CONTRACTOR'S performance under this Agreement and, upon mutual agreement with CONTRACTOR, may extend the Agreement beyond the initial term for two (2) additional one (1) year periods from July 1st through June 30th of each year thereafter ("additional terms").

3. Compensation During the Term of the Agreement, CONTRACTOR shall remit to CITY an advertising fee equal to _____ percent (____%) of the Monthly Advertising Revenue (as defined herein) (the "Percentage Fee"). "Monthly Advertising Revenue" shall mean all income actually received by CONTRACTOR from the sale of advertising on the exteriors of CITY buses during each calendar month of the Agreement.

4. Method of Payment.

4.1 Payments. The Percentage Fee shall be calculated at the end of each calendar month of the Term. CONTRACTOR shall pay to CITY the Percentage Fee within fifteen (15) days after (i) the end of each calendar month; and (ii) the end of the Agreement (each, a "Percentage Fee Payment"). The Percentage Fee Payment shall be accompanied by a statement (i) identifying all advertisers on CITY owned/operated fixed route buses during the previous month, (ii) describing in detail the size of each identified advertiser's advertisement placed on CITY owned/operated fixed route buses and (iii) detailing the Monthly Advertising Revenue. CITY shall review such statements and notify CONTRACTOR within ten (10) business days of any disputed CITY payment amounts.

4.2 Audit of Records. Upon CITY providing 24-hour prior notice, CONTRACTOR shall make all records, invoices, time cards, cost control sheets and other records maintained by CONTRACTOR in connection with this Agreement available to CITY for review and audit by CITY. CITY may conduct such review and audit at any time during CONTRACTOR's regular working hours.

4.3 Survival. The terms of this Section shall survive the termination of this Agreement until 30 days after all revenues generated by CONTRACTOR to this Agreement are remitted to CITY.

5. Standard of Performance. CONTRACTOR shall perform all services under this Agreement in accordance with the standard of care generally exercised by like

professionals under similar circumstances and in a manner reasonably satisfactory to CITY.

6. Status as Independent CONTRACTOR. CONTRACTOR is, and shall at all times remain as to CITY, a wholly independent contractor. CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of CITY. Neither CITY nor any of its agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as set forth in this Agreement. CONTRACTOR shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of CITY. CONTRACTOR agrees to pay all required taxes on amounts paid to CONTRACTOR under this Agreement, and to indemnify and hold CITY harmless from any and all taxes, assessments, penalties, and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. CONTRACTOR shall fully comply with the workers' compensation law regarding CONTRACTOR and CONTRACTOR's employees. CONTRACTOR further agrees to indemnify and hold CITY harmless from any failure of CONTRACTOR to comply with applicable workers' compensation laws. CITY shall have the right to offset against the amount of any fees due to CONTRACTOR under this Agreement any amount due to CITY from CONTRACTOR as a result of CONTRACTOR's failure to promptly pay to CITY any reimbursement or indemnification arising under this Section 6.

7. Confidentiality. CONTRACTOR covenants that all data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR to any person or entity without prior written authorization by CITY. CITY shall grant such authorization if disclosure is required by law. All CITY data shall be returned to CITY upon the expiration or termination of this Agreement. CONTRACTOR's covenant under this Section shall survive the expiration or termination of this Agreement.

8. Conflict of Interest. CONTRACTOR and its officers, employees, associates and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to CONTRACTOR's services under this Agreement, including, but not limited to, the Political Reform Act (Gov. Code § 81000 *et seq.*) and Government Code Section 1090. During the term of this Agreement, CONTRACTOR shall retain the right to perform similar services for other clients, but CONTRACTOR and its officers, employees, associates and subcontractors shall not, without the prior written approval of the City Manager, perform work for another person or entity for whom CONTRACTOR is not currently performing work that would require CONTRACTOR or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

9. Indemnification. CONTRACTOR shall indemnify, defend, and hold harmless CITY, and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors and assigns, from and against any and all liability or financial loss, including legal expenses and costs of expert witnesses and contractors, resulting from any suits, claims, losses or actions brought by any person or persons, by reason of injury to persons or property arising directly or indirectly from the willful misconduct, negligent acts,

errors or omissions of CONTRACTOR, including its officers, agents, employees, subcontractors or any person employed by CONTRACTOR, in the performance of this Agreement. CONTRACTOR shall complete the Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution attached hereto as Exhibit C. CONTRACTOR agrees that CONTRACTOR's covenant under this Section 9 shall survive the expiration or termination of this Agreement.

10. Insurance.

10.1. CONTRACTOR shall at all times during the term of the awarded Agreement, carry, maintain, and keep in force and effect, with an insurance company admitted to do business in California, rated "A" or better in the most recent A.M. Best's Insurance Rating Guide, and approved by the CITY, a policy or policies of:

(1) a policy or policies of broad-form commercial general liability insurance with minimum limits of five hundred thousand dollars (\$500,000) combined single limit coverage against any injury, death, loss or property damage as a result of wrongful or negligent acts by successful Proposer, its officers, employees, agents, and independent contractors in performance of services under this Agreement;

(2) automobile liability insurance, with minimum combined single limits coverage of three hundred thousand dollars (\$300,000);

(3) workers' compensation insurance with a minimum limit of one million dollars (\$1,000,000) or the amount required by law, whichever is greater, unless otherwise agreed to by City Manager or designee in writing.

CITY, its officers, employees, attorneys, and designated volunteers shall be named as additional insured's on the policy(ies) as to commercial general liability bodily injury and property damage coverage's and automobile coverage's with respect to liabilities arising out of CONTRACTOR's work under this Agreement.

10.2 Each insurance policy required by this Section shall be endorsed as follows: (1) the insurer waives the right of subrogation against CITY, its officials, officers, employees, agents and representatives; (2) the policies are primary and non-contributing with any insurance that may be carried by CITY; and (3) the policies may not be canceled or materially changed except after thirty (30) days prior written notice to CITY.

10.3 All insurance coverages shall be confirmed by endorsements as described above and are subject to the approval of CITY. The CONTRACTOR is required to file the certificates of insurance with CITY on or before the Effective Date of the awarded Agreement, and to thereafter maintain current certificates of insurance on file with the City Clerk.

11. Cooperation. In the event any claim or action is brought against CITY relating to CONTRACTOR's performance or services rendered under this Agreement, CONTRACTOR shall render any reasonable assistance and cooperation, which CITY might require.

12. Termination. Either party may terminate this Agreement without penalty and with or without cause upon thirty (30) calendar days' written notice to other party. Except as otherwise provided under this Agreement, CONTRACTOR shall remit City Payments to CITY on all advertisement revenue generated by CONTRACTOR through the date of termination. CONTRACTOR shall remove and dispose of all exterior advertisements placed on CITY owned/operated fixed route buses by CONTRACTOR within thirty (30) calendar days of the date of termination. CONTRACTOR and CITY shall determine and agree upon the date(s) for removal of the advertisements within this thirty (30) calendar day period. CONTRACTOR shall remit Percentage Fee Payments to CITY pursuant to Section 4 and comply with the payment terms in Section 4 of this Agreement on any Monthly Advertising Revenue received by CONTRACTOR after the date of termination of this Agreement but prior to the end of the thirty (30) calendar day period. Neither party shall have any other claim against the other party by reason of such termination.

13. Notices. Any notices, bills, invoices, or reports required by this Agreement shall be given by first class U.S. mail or by personal service. Notices shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during CONTRACTOR's and CITY's regular business hours or by facsimile before or during CONTRACTOR's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses set forth below, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this Section.

All notices shall be delivered to the parties at the following addresses:

If to CITY:

City of Norwalk
Attn: City Clerk
12700 Norwalk Boulevard
PO Box 1030
Norwalk, CA 90651-1030
Fax: (562) 929-5773

With a copy to:

City of Norwalk
Attn: James C. Parker, Director of Transportation
12700 Norwalk Boulevard
PO Box 1030
Norwalk, CA 90651-1030
Fax: (562) 929-5572

If to CONTRACTOR:

14. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, CONTRACTOR shall not discriminate against any

employee, sub-contractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation. CONTRACTOR will take affirmative action to ensure that sub-contractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

15. Non-Assignability; Subcontracting. CONTRACTOR shall not assign or subcontract all or any portion of this Agreement, unless otherwise approved by CITY. Any attempted or purported assignment or sub-contracting by CONTRACTOR shall be null, void and of no effect.

16. Compliance with Laws. CONTRACTOR shall comply with all applicable federal, state and local laws, ordinances, codes and regulations in the performance of this Agreement.

17. Non-Waiver of Terms, Rights and Remedies. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by CITY of any payment to CONTRACTOR constitute or be construed as a waiver by CITY of any breach of covenant, or any default which may then exist on the part of CONTRACTOR, and the making of any such payment by CITY shall in no way impair or prejudice any right or remedy available to CITY with regard to such breach or default.

18. Attorney's Fees. In the event that either party to this Agreement shall commence any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees.

19. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

20. Entire Agreement. This Agreement, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between CONTRACTOR and CITY. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the parties which expressly refers to this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties, through their respective authorized representatives, have executed this Agreement as of the date first written above.

CITY

CITY OF NORWALK

By: _____
Michael J. Egan
City Manager

ATTEST:

By: _____
Theresa Devoy
City Clerk

APPROVED AS TO FORM:

By: _____
Steven L. Dorsey
City Attorney

INSERT CONTRACTOR NAME HERE

By: _____
Name:

By: _____
Name:

**(Please note, two signatures required
for corporations pursuant to
California Corporations Code Section
313.)**

LETTER OF TRANSMITTAL

CITY OF NORWALK
PURCHASING DIVISION
12700 NORWALK BLVD., ROOM 6
NORWALK, CA 90650

SUBJECT: REQUEST FOR PROPOSAL (RFP) NO. 14-419
NORWALK TRANSIT SYSTEM (NTS) ADVERTISING PROGRAM
SERVICES

In response to the subject Request for Proposal (RFP) and in accordance with the accompanying Instructions to Proposers, the Proposer hereby commits to the City of Norwalk to perform the work in accordance with the provisions in the Proposal Level Contract Documents and any addenda thereto and at the prices stated in the Price Sheet, which will be included and made a part of any subsequent Contract.

The Proposer agrees that the Proposal constitutes a firm offer that cannot be withdrawn for ninety (90) calendar days from the Proposal opening or until the Contract for the work is fully executed between the City and a third party, whichever is earlier.

If awarded a contract, the Proposer agrees to execute the Agreement and deliver it to the City of Norwalk within seven (7) calendar days after receiving a Letter of Award together with the necessary certificates of insurance and any applicable performance or payment bonds. The Contractor shall proceed with the work upon receipt of a Notice to Proceed.

The Proposer certifies that it has:

1. Examined and is fully familiar with all the provisions of the RFP Documents and any addenda thereto;
2. Satisfied itself as to the requirements of the Contract, the nature and location of the work, the general and local conditions to be encountered in performance of the work, and all other matters that can in any way affect the Work and/or the cost thereof.
3. Examined the experience, skill and certification requirements in Scope of Services and that the entities performing the work can fulfill the specified requirements; and
4. Carefully reviewed the accuracy of all statements and figures shown in the Proposal and attachment hereto.

Therefore, the undersigned hereby agrees that the City of Norwalk will not be responsible for any errors or omissions in the Proposal.

The Proposer further certifies that:

1. The only persons, firms, corporations, joint ventures/partnerships, and/or other parties interested in the Proposal as principals are those listed as such in the Proposal Forms and that,
2. The Proposal has been prepared without collusion with any other person, firm, corporation, joint venture/partnership, and/or other party.

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Proposal Documents:

Addenda No(s)

_____ Dated _____	_____ Dated _____
_____ Dated _____	_____ Dated _____
_____ Dated _____	_____ Dated _____

Failure to acknowledge receipt of all addenda may cause the Proposal to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the Proposal /offer.

Proposer's Name _____

Business Address _____

Contact Person _____

Phone _____

Fax _____

Email Address _____

Signature of Authorized Official

Signature of Authorized Official

Typed or Printed Name

Typed or Printed Name

Title

Title

Date

Date

(Joint ventures/partnerships are to provide a signed copy of their agreement with their Proposal.)

For Proposals requiring licenses the following information is required:

Contractor's License No. _____

Expiration Date: _____

License Classification: _____

SCOPE OF WORK

The 'Scope of Work', Section 3, of RFP 14-419, is herein incorporated by reference.

LIST OF TRANSIT BUSES

CITY may adjust the quantity of buses with thirty (30) calendar days' written notice to CONTRACTOR. CITY may vary the quantity of buses identified in this specification by ten (10) percent without penalties or amendments to the terms of this Agreement. In the event that CITY exceeds the ten (10) percent allowance, this Agreement shall be amended on a pro-rated basis for all affected advertising elements pursuant to the terms of the Agreement and Exhibit A.

	NTS No.	Manuf.	Model	Year	Length	Ad Space (Curbside)	Ad Space (Streetside)	Ad Space (Rear)
1	7057	Gillig	G19D102N4	1999	40'	No	Yes	Yes
2	7058	Gillig	G19D102N4	1999	40'	No	Yes	Yes
3	7064	Gillig	G19D102N4	1999	40'	No	Yes	Yes
4	7066	Gillig	G19D102N4	2001	35'	No	Yes	Yes
5	7067	Gillig	G19D102N4	2002	40'	No	Yes	Yes
6	7068	Gillig	G19D102N4	2002	40'	No	Yes	Yes
7	7069	Gillig	G19D102N4	2002	40'	No	Yes	Yes
8	7070	Gillig	G19D102N4	2002	40'	No	Yes	Yes
9	7073	New Flyer	GE40LF	2005	40'	No	Yes	No
10	7074	New Flyer	GE40LF	2005	40'	No	Yes	No
11	7075	New Flyer	GE40LF	2006	40'	No	Yes	No
12	7086	New Flyer	GE41LFR	2009	41'	No	Yes	No
13	7087	New Flyer	GE41LFR	2009	41'	No	Yes	No
14	7088	New Flyer	GE41LFR	2009	41'	No	Yes	No
15	7089	New Flyer	GE41LFR	2009	41'	No	Yes	No
16	7090	New Flyer	GE41LFR	2009	41'	No	Yes	No
17	7091	New Flyer	GE41LFR	2009	41'	No	Yes	No
18	7092	New Flyer	GE36LFR	2010	36'	No	Yes	No
19	7093	New Flyer	GE36LFR	2010	36'	No	Yes	No
20	7094	New Flyer	GE36LFR	2010	36'	No	Yes	No
21	7120	Gillig	G27D1024N	2012	40'	Yes	Yes	Yes
22	7121	Gillig	G27D1024N	2013	40'	Yes	Yes	Yes
23	7122	Gillig	G27D1024N	2012	40'	Yes	Yes	Yes
24	7123	Gillig	G27D1024N	2013	40'	Yes	Yes	Yes
25	7124	Gillig	G27D1024N	2013	40'	Yes	Yes	Yes
26	7125	Gillig	G27D1024N	2013	40'	Yes	Yes	Yes
27	7126	Gillig	G27D1024N	2013	40'	Yes	Yes	Yes
28	7127	Gillig	G27D1024N	2013	40'	Yes	Yes	Yes
29	7128	Gillig	G27D1024N	2013	40'	Yes	Yes	Yes
30	7129	Gillig	G27D1024N	2013	40'	Yes	Yes	Yes
31	7130	Gillig	G27D1024N	2013	40'	Yes	Yes	Yes
32	7131	Gillig	G27D1024N	2013	40'	Yes	Yes	Yes
33	7132	Gillig	G27D1024N	2013	40'	Yes	Yes	Yes
34	7133	Gillig	G27D1024N	2013	40'	Yes	Yes	Yes

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT
AND WAIVER OF SUBROGATION AND CONTRIBUTION**

Contract/Agreement/License/Permit No. or description: RFP No. 14-419 NTS Advertising Program Services

Indemnitor(s): _____
(list all names)

To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to protect, indemnify, and hold harmless the City of Norwalk and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), resulting from any wrongful or negligent act, failure to act, error, or omission of Indemnitor or any of its officers, agents, servants, employees, subcontractors, material men, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above-referenced contract, agreement, license, or permit (the "Agreement") or the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Indemnitor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorneys fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' active negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code § 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code § 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees.

City agrees to promptly inform Indemnitor in writing of any claim that City believes to be subject to this Indemnification and Hold Harmless Agreement.

Indemnitor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent non-active negligence by the Indemnitees.

In the event there is more than one person or entity named in the Agreement as an Indemnitor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

"Indemnitor"

Name: _____
(Print)

Name: _____
(Print)

By: _____
(Signature)

By: _____
(Signature)

Title: _____

Title: _____

Date: _____

Date: _____

REFERENCES

Proposers shall furnish a minimum of three (3) references of customers for which they have been the Principal or are currently the Principal for work of a similar nature to the requirements outlined in this RFP.

Company name:	
Address:	
Phone number and Email:	
Contact Person:	
Description of work and client annual revenue:	

Company name:	
Address:	
Phone number and Email:	
Contact Person:	
Description of work and client annual revenue:	

Company name:	
Address:	
Phone number and Email:	
Contact Person:	
Description of work and client annual revenue:	

CERTIFICATION OF NON-COLLUSION

By submission of this Proposal, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint Proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

1. The prices in this Proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any other matter relating to such prices with any other Proposer or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competition; and,
3. No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purposes of restricting competition.

Dated: _____

Company Name: _____

Signature: _____

NOTARY

Subscribed and sworn before me this _____ day of _____, 20__.

_____ My commission expires _____, 20__.

Type or Print Title

**CERTIFICATION OF PRIMARY PARTICIPANT
REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**
(applicable to contracts \$100,000 or greater)

The Primary Participant (applicant for an FTA grant or cooperative agreement, or potential Contractor for a major third party contract), certifies to the best of its knowledge and belief, that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

[If the primary participant (applicant for an FTA grant, or cooperative agreement, or potential third party Contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.]

THE PRIMARY PARTICIPANT (APPLICANT FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT), _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

Date

NOTE: Lower-tier Participants in this Contract (subcontractors, suppliers) are required to complete and submit identical certifications as the above to the City of Norwalk Transportation Department prior to award.

CERTIFICATION OF RESTRICTIONS ON LOBBYING
(applicable to contracts \$100,000 or greater)

I, _____, hereby certify on behalf of
(Name and title of company official)

_____ that:
(Name of company)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ day of _____, 20____.

Signed by: _____

Type or Print Name

DESIGNATION OF SUBCONTRACTORS

(required for construction contracts)

To comply with the requirements of the California subletting and Subcontracting Fair Practices Act the Proposer shall submit with the Proposal the names and business addresses of each subcontractor who will perform work under the contract in excess of ½ of 1 percent of the amount of the total Proposal and shall list the portion of the work to be performed by each subcontractor.

Attach additional copies of this form if more space is needed.

Name and Address	License Number	DBE (Yes / No)	Description of Work/Services	Estimated Dollar Amount

CALIFORNIA UNIFIED CERTIFICATION PROGRAM (CUCP)



Roster of Certifying Agencies

Note: If you received this information on hard copy, the California Unified Certification Program Application Package is available on the website at http://www.dot.ca.gov/hq/bep/business_forms.htm.

If the firm has its principal place of business in another state and is currently certified in that state, please contact the California Department of Transportation in the Northern Cluster.

<i>Southern Cluster</i>			
Area	Counties	Certifying Agencies	
Riverside, Imperial & San Diego (RIS)	Imperial Riverside San Diego	<u>SUBMIT APPLICATION PACKAGE TO:</u> ➤ CITY OF LOS ANGELES ➤ LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY <u>OR</u> ➤ CALIFORNIA DEPARTMENT OF TRANSPORTATION SEE CONTACT INFORMATION BELOW.	
Los Angeles Area	Kern Los Angeles Orange San Bernardino San Luis Obispo Santa Barbara Ventura	CITY OF LOS ANGELES Bureau of Contract Admin. Centralized Certification Section 1149 S. Broadway, Ste 300 Los Angeles, CA 90015 Phone: (213) 847-2684 Fax: (213) 847-2777 http://bca.lacity.org	LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (METRO) Diversity and Economic Opportunity Department One Gateway Plaza, MS 99-13-5 Los Angeles, CA 90012 Phone: (213) 922-2600 Fax: (213) 922-7660 www.metro.net

* List of agencies subject to change

Northern Cluster

Area	Counties	Certifying Agencies	
Bay Area/ Central Valley	Alameda	S.F. BAY AREA RAPID	SAN FRANCISCO
	Amador	TRANSIT DISTRICT (BART)	MUNICIPAL
	Calaveras	Office of Civil Rights	TRANSPORTATION
	Contra Costa	300 Lakeside Drive	AGENCY (SFMTA)
	Fresno	18 th Floor	Contract Compliance Office
	Kings	Oakland, CA 94612	1 S. Van Ness Avenue, 6th Floor
	Madera	Phone: (510) 464-6195	San Francisco, CA 94103
	Marin	Fax: (510) 464-7587	Phone: (415) 701-4436
	Mariposa	www.bart.gov	Fax: (415) 701-4347
	Merced	CITY OF FRESNO	www.sfmuni.com
	Monterey	DBE Program	SAN MATEO COUNTY
	Napa	2101 G Street, Building A	TRANSIT DISTRICT
	San Benito	Fresno, CA 93706	(SAMTRANS)/
	San Francisco	Phone: (559) 621-1153	PENINSULA CORRIDOR
	San Joaquin	Fax: (559) 488-1069	JOINT POWERS BOARD
	San Mateo	www.fresno.gov	(CALTRAIN)
	Santa Clara	SANTA CLARA VALLEY	DBE Office
	Santa Cruz	TRANSPORTATION	1250 San Carlos Avenue
	Solano	AUTHORITY (VTA)	San Carlos, CA 94070
	Sonoma	Office of Small &	Phone: (650) 508-7939
	Stanislaus	Disadvantaged Businesses	Fax: (650) 508-7738
	Tulare	3331 North First Street, Bldg. A	www.samtrans.com
	Tuolumne	San Jose, CA 95134-1906	
		Phone: (408) 321-5962	
		Fax: (408) 955-9729	
		www.vta.org	
		CENTRAL CONTRA COSTA	
		TRANSIT AUTHORITY	
		(CCCTA)	
		Office of Civil Rights	
		2477 Arnold Industrial Way	
		Concord, CA 94520-5327	
		Phone: (925) 676-1976	
		Fax: (925) 686-2630	
		www.cccta.org	
Northern California	Alpine	CALIFORNIA	YOLO COUNTY
	Butte	DEPARTMENT OF	TRANSPORTATION
	Colusa	TRANSPORTATION	DISTRICT
	Del Norte	(CALTRANS)	(YOLOBUS)
	El Dorado	Office of Business and Economic	DBE Programs
	Glenn	Opportunity MS 79	350 Industrial Way
	Humboldt	1823 - 14 th Street	Woodland, CA 95776
	Inyo	Sacramento, CA 95814	Phone: (530) 661-0816
	Lake	Phone: (916) 324-1700 or	Fax: (530) 661-1732
	Lassen	(866) 810-6346	www.yolobus.com
	Mendocino	Fax: (916) 324-1862	
	Modoc	www.dot.ca.gov	
	Mono		

* List of agencies subject to change